

2-0510

Contract no. 319

04.00

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

CAMDEN COUNTY BOARD OF ELECTIONS

AND

COUNCIL 71, AMERICAN FEDERATION

OF STATE, COUNTY AND

MUNICIPAL EMPLOYEES, AFL-CIO

AND

LOCAL 1911

JULY 1, 1986

TO

X  
JUNE 30, 1991



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## PREAMBLE

This agreement entered into by the Board of Elections of the County of Camden, hereinafter referred to as the "Employer", and Local 1911 which is affiliated with Council 71, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter to as "Union", has as its purpose the promotion of harmonious relations between the Employer and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences and the establishment of rates of pay, hours of work, and other conditions of employment.

## ARTICAL I

### RECOGNITION

A. The employer recognizes the Union as the bargaining agent for the purpose of establishing salaries, wages, hours and other conditions of employment for all of its employees in the classifications listed in Appendix A, which is part of this agreement. This recognition shall not be interpreted as having the effect of, or in any way abrogating, the rights of the Employer of Employees as established by the Laws of 1968, Chapter 303.

B. It is agreed that in the event the Employer creates new job titles conforming to the terms of the Certification of Recognition such titles shall be covered by this agreement subject to the provision of N.J.S.A. 34:13A-5.3, so that elected officials, members of the Boards and Commissions, Managerial Executives, or Confidential Employees shall not be covered by this agreement. Nor shall any Supervisor having the power to hire, discharge, discipline or to effectively recommend the same have the right to be represented in these negotiations

by an employee organization that admits non-supervisory personnel to membership.

## ARTICLE II

### POSTING OF VACANCIES

A. At least ten (10) days prior to filling any vacancies to existing positions or to newly created positions, the Employer agrees to post said vacancies on the Bulletin Board.

## ARTICLE III

### CHECK OFF

A. The employer agrees to deduct monthly union membership dues from the pay to those employees who individually request in writing the such deductions be made. The amounts to be deducted shall be certified to the Employer by the Treasurer of the Union and the aggregate deductions from all employees shall be remitted to the Treasurer of the Union together with a list of the names of all employees for whom the deductions were made by the tenth (10th) day of the succeeding month except in the case of emergency.

B. The Union will provide the necessary "check-off authorization" form and the Union will secure the signatures of its members on the forms and deliver the signed forms to the Employer.

C. The Union shall indemnify, defend, and save the Employer, harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken by the Union or by the Employer in reliance upon the official notif-

ation on the letterhead of the Local Union advising of such changed deduction.

### ARTICLE III A

#### AGENCY SHOP

A. The Employer agrees to deduct the fair share fee from the earnings of those employees who elect not to become members of the Union and transmit the fee to the majority representative. A copy of the written notice of the amount of the fair share assessment must also be furnished to the New Jersey Public Employment Relations Commission.

B. The deductions shall commence for each employee who elects not to become a member of the Union during the month following written notice from the Union of the amount of the fair share assessment for that employee.

C. The fair share fee for services rendered by the Union shall be in amount equal to the regular membership dues, initiation fees, and the assessments of the Union, less the cost of benefits financed through the dues and available only to members of the Union, but in no event shall the fee exceed eight-five (85%) percent of the regular membership dues, fees, and assessments.

D. The sum representing the fair share fee shall not reflect the costs of financial support of political causes of candidates, except to the extent that it is necessary for the Union to engage in lobbying activity designed to foster its policy goals in collective negotiations and contract administration, and to secure the employees it represents advances in wages, hours, and other conditions of employment which ordinarily cannot be secured through collective negotiations with the

E. The Union shall establish and maintain for the effected employees a procedure whereby any individual paying the agency fee can challenge the assessment as computed by the Union. This appeal

procedure shall in no way involve the County or require the County to take any action other than to hold the fee in escrow pending resolution of the appeal.

F. The Union shall indemnify, defend, and save the Employer harmless against any and all claims, demands, or by reason of action taken by the Employer in reliance upon salary deduction authorization cards or the fair share assessment information as furnished by the Union, or in reliance upon the official notification on the letterhead of the Union and signed by the President of the Union, advising of such changed deduction.

#### ARTICLE IV

#### BILL OF RIGHTS

A. To ensure that the individual rights of employees in the bargaining unit are not violated, the following shall represent the Employee's Bill of Rights:

1. An employee shall be entitled to a Union Representative at each and every step of the grievance procedure set forth in this agreement.

2. An employee shall be entitled to a Union Representative at each stage of a disciplinary hearing.

3. No Employee shall be required by the Employer and/or its agents to submit to an investigation unless the opportunity of having a Union Representative present. This shall not preclude the employer from immediately suspending an employee and shall not be construed to prevent the Employer from suspending an employee at any time immediately pending a hearing if said action is deemed by the Employer to be necessary.

4. No recording devices or stenographer of any kind shall be used during such investigation unless both the Union and Employer agree in their use prior to such investigation, in writing.

5. In all disciplinary hearings the employee shall be presumed innocent until proven guilty and the burden of proof shall be on the employer.

6. When a Employee takes any action throught the greivance procedure he shall have the right, at each leval of the procedure, to be represented by the Union and be present throughout the hearing process. Both parties will attempt to keep the first step of the grievance procedures at an informal level. Beyond the first step both parties shall have the right to present evidence and testimony and to cross-examine witnesses, if any, which are presented by the opposite party.

#### ARTICLE V

#### WORK SCHEDULE

A. The regularly scheduled work week shall consist of five (5) consecutive days, Monday through Friday, inclusive.

B. Neither the regular starting time of work shifts, nor the work shift, will be changed without reasonable notice to the affected employees without first having discussed such changes and the needs for same with the representatives of the Union. However, in cases of emergency, this paragraph shall not be construed to prevent the Employer from calling in any or all employees at any time subject to all other provisions of this contract.

C. The Employer agrees to post election day schedules the Friday before the general election.

#### ARTICLE VI

#### OVERTIME

A. Overtime refers to any time worked beyond the regular thirty (30) hours of duty and employee shall either receive compensation at the rate to one and one-half times his normal rate of pay or shall be



allowed one-half hours of compensatory time off for each overtime hour worked, which compensatory time will be mutually scheduled to be taken.

B. In the event an employee is required to work on a Sunday or a Holiday other than General Election Day, he shall be paid double his regular hourly rate of pay.

C. With the exception of General Election Day, no employee shall have his work shift or regular scheduled day off changed for the purpose of avoiding overtime.

D. Any employee required to work on General Election Day shall be paid his holiday pay, plus he shall also be paid for hours actually worked. In addition, any person who completes his scheduled shift on General Election Day shall receive a compensatory day off, which shall be scheduled subject to the needs of the Board. It is expressly agreed and understood that General Election Day is a special day, insofar as the Camden County Board of Elections is concerned, and as a result the employer reserves the right to change work shifts or have employees work on hours other than the regularly scheduled hours of employment. However, subject to the call in provisions of this contract, the employer agrees that an employee shall work only one (1) shift during the day.

E. A request to refuse overtime shall not be arbitrarily denied. An employee may be required to work a reasonable amount of overtime.

F. At least two (2) hours notice will be given an employee expected to work overtime except in emergency situations.

G. Overtime shall be distributed using two (2) lists. Overtime shall be computed in this manner:

1. List 1 will run for Special Elections and Night Registrations. List 1 will run continuously and not annually or semi-annually. Special Elections is herein defined as any Election excluding Primary and General Elections.
2. List 2 herein refers to Primary and General Elections exclusively.

H. Overtime work shall be distributed as equally as possible among all employees within the particular department in which the overtime is to be performed by the persons who normally perform such

jobs within the bargaining unit. The Union shall compile a list of the amount of overtime accumulated by the members for the purpose of equal distribution among employees on a semi-annual basis. Supervisors shall not perform work of the bargaining Unit for the purpose of avoiding overtime except during the normal working hours.

I. Overtime work shall be paid currently, or at least no later than the second pay period after overtime was performed whenever possible and subject to a bonafide emergency.

J. Overtime shall not be pyramided. All paid time shall count as hours worked for the purpose of computing overtime.

## ARTICLE VII

### TRANSFERS

A. Employees desiring transfer to other jobs and/or positions shall submit an application (request) to their immediate supervisor and Union Representative. The applicant shall state the reason for the requested transfer.

B. All requests for transfers to newly created or vacant positions shall be made by the employee in writing.

C. The Employer shall notify the employee and the Union within (5) working days following the next Board Meeting, of the original request for a transfer to a vacant position as to the reason for a denial of the aforementioned request.

D. Provided the qualifications are equal, all transfers and/or requests for transfers shall be made on the basis of an employee's seniority as set forth in this agreement. It is understood that this shall not be grievable beyond the second (2) step.

ARTICLE VII

CALL IN TIME

A. An employee who is requested and returns to work during periods other than their regularly scheduled shift shall be guaranteed not less than three (3) hours pay and shall for purposes of computing overtime be deemed to have worked (3) hours, regardless of the number of hours actually worked however, subject to the guaranteed three (3) hours work, such employee shall only be paid for the hours actually in the premises after he has punched in his time card. He shall not be paid for travel time. This paragraph shall not apply to other regularly advanced scheduled hours, including, but not limited to instructions or voter registration.

ARTICLE I X

RATES OF PAY

A. Effective July 1, 1986, attachment #1 below shall serve as the new salary structure.

B. Effective July 1, 1987, there shall be a \$1000.00 Bonus not to be added to the employees base salary.

C. Effective July, 1988 there shall be a 5% increase on all steps in attachment #1.

D. Effective July 1, 1989 there shall be a 5% increase on all steps in the revised attachment #1.

E. Effective July 1, 1990 there shall be an additional 5% increase on all steps in the revised attachment #1.

RATE OF PAY SCHEDULES

Effective July 1, 1986 employees shall be entitled to move to the appropriate next step on the salary scale within grade.

7/1/86 Attachment #1

Step	1	2	3	4	5	6	7	8	9	Max
Nov 10	11607.63	12208.20	12808.34	13409.34	14009.91	14610.48	15211.05	15811.62	16412.19	17012.76
Nov 11	12136.26	12772.13	13408.00	14043.87	14679.74	15315.61	15951.48	16587.35	17223.22	17859.09
Nov 15	14528.03	15325.70	16123.37	16921.04	17718.71	18516.38	19314.05	20111.72	20900.39	21707.10
Nov 16	15202.52	16046.63	16890.74	17734.85	18578.96	19423.07	20267.18	21111.29	21955.40	22799.48

ARTICLE IX

RATES OF PAY

(Rates of pay schedules continued)

Effective July 1, 1987, Employees shall be entitled to move to the next step on the salary scale within grade. Employees at the maximum step within grade shall remain at the maximum step.

Step	1	2	3	4	5	6	7	8	9	Max
New 10	11607.63	12208.20	12808.77	13409.34	14009.91	14610.48	15211.05	15811.62	16412.19	17012.76
New 11	12136.26	12772.13	13408.00	14043.87	14679.74	15315.61	15951.48	16587.35	17223.22	17859.09
New 15	14528.03	15325.70	16123.37	16921.04	17718.71	18516.38	19314.05	20111.72	20900.39	21707.10
New 16	15202.52	16046.63	16890.74	177334.85	18578.96	19423.07	20267.18	21111.29	21955.40	22799.48

Effective July 1, 1988, Employees shall be entitled to move to the appropriate next step on the salary scale within grade. Employees at the maximum step within grade shall remain at the maximum.

Step	1	2	3	4	5	6	7	8	9	Max
New 10	12881.0115	12818.6100	13449.2085	14079.8070	14701.4055	15341.0040	15971.6025	16602.2010	17232.7995	17863.3980
New 11	12743.0730	13410.7365	14078.4000	14746.0635	15413.7270	16081.3905	16749.0540	17416.7175	18084.3810	18752.0445
New 15	15254.4315	16091.9896	16929.5477	17767.1058	18604.6639	19442.2220	20279.7801	21117.3382	21954.8963	22792.4530
New 16	15962.6460	16848.9580	17735.2700	18621.5820	19507.8940	20394.2060	21280.5180	22166.8300	23053.1420	23939.4540

Effective July 1, 1989, Employees shall be entitled to move to the appropriate next step on the salary scale within grade. Employees at the maximum step within grade shall remain at the maximum.

Step	1	2	3	4	5	6	7	8	9	Max
New 10	12797.4120	13459.5404	14121.6688	14783.7972	15445.9256	16108.0540	10770.1824	17432.3108	18094.4392	18756.5679
New 11	13380.2266	14081.2732	14782.3198	15483.3664	16184.4130	16885.4596	17586.5062	18287.5528	18988.5994	19689.6467
New 15	16017.1530	16896.5890	17775.0250	18654.4610	19533.8970	20413.3330	21292.7690	22172.2050	23051.6410	23931.0777
New 16	16760.7738	17691.4059	18622.0335	19552.6611	20483.2887	21413.9163	22344.5439	23275.1715	24205.7991	25136.4267

Effective July 1, 1990, Employees shall be entitled to move to the appropriate next step on the salary scale within grade. Employees at the maximum step within grade shall remain at the maximum step.

Step	1	2	3	4	5	6	7	8	9	
New 10	13437.2826	14132.5174	14827.7522	15522.9870	16218.2218	16913.4566	17608.6914	18303.9262	18999.1610	19694.3962
New 11	14049.2379	14785.3369	15521.4359	16257.5349	16993.6339	17729.7329	18465.8319	19201.9309	19938.0229	20674.1290
New 15	16818.0106	17741.4184	18664.8262	19588.2340	20511.6418	21435.0496	22358.4574	23281.8652	24205.2730	25128.6805
New 16	17598.8172	18575.9761	19553.1350	20530.2939	21507.4528	22484.6117	23461.7706	24438.9295	25416.0884	26393.2480

ARTICLE IX - A

RATES OF PAY

A. It is expressly agreed and understood that any new employee shall be hired at step One (1) for the respective year in which he or she is hired.

B. It is also agreed and understood that in the event any newly created titles, not enumerated in the Collective Bargaining Unit, are added to the present list of job descriptions, the Board of Elections and the Union shall meet within ten (10) days to negotiate the compensation for these titles.

C. The Union agrees to the principals of the State Compensation Plan as set forth herein with the salary schedule which is attached and which is based on the State Compensation Plan. The Union further agrees to accept the job descriptions which are attached hereto as Appendix A.

D. An employee who performs work in a higher pay classification than his own shall be temporarily assigned and paid for such work after for two (2) weeks, spending at least fifty (50%) percent of his time on the higher paid job. The right to be paid for such work shall not accrue until after the expiration of said two (2) weeks and he shall not be entitled to payment at the higher rate for the initial two (2) week period. An employee shall be paid at the rate of his own classification when performing work in a lower paid classification.

ARTICLE X

EMPLOYEE EXPENSES

A. Employee required to travel on authorized necessary county business and who are required to use their personal vehicle shall be reimbursed at the rate of twenty (.20) cents per mile,

upon the submission of a proper certification. Should the County of Camden increase the milage reimbursement to the same amount.

B. The Employer agrees to provide job related uniforms to those employees when required by the employer to wear a job related uniform in the functions of the job.

C. Employee pension contributions and repayment of loans from the pension program will be deducted in equal payments from the first two (2) payments to an employee each month.

## ARTICLE XI

### INSURANCE

A. The employer may continue its self-insurance program or utilize an insurance carrier so long as substantially similar benefits are provided as in the 1980 contract.

B. It is further agreed between the Employer and the Union that the employer shall pay or cause to be paid to the South Jersey Public Employees Health and Welfare Fund the sum of One Hundred and Seventy Five Dollars (\$175.00) per year for each fulltime employee. provided however, that benefits are available to all employees represented by the bargaining unit. It is understood and agreed that the sole and exclusive obligation of the employer regarding the fund is to pay the premium in accordance with the above language. There shall be no liability on the part of the Employer arising in any way out of the administration of the fund.

In this regard, the Union shall indemnify and hold harmless the employer for any liability incurred by the Employer arising out of non-payment of claims by the fund. The Union shall intervene in and defend any administration of the fund. In any such litigation the Employer shall have no obligation defend the fund but shall cooperate with the Union in such defense. The Union further agrees to make available to the Employer annual audits or reports dealing with said funds as same shall become available.

C. The Employer will provide each employee with disability Insurance Coverage provided by the State of New Jersey for non-job related disabilities if and when the employee should become eligible, as the employees were not eligible at the time of contract execution to receive these benefits.

## ARTICLE XII

### SICK LEAVE

A. Employees in the service of the Employer shall be entitled to the following sick leave of absence with pay. One (1) sick leave pay for each month of service from the date of appointment up to the employee first anniversary of employee and sixteen (16) days sick leave with pay for each calendar year thereafter. Unused sick leave shall accumulate to the employee's credit from year to year, and an employee shall be entitled to use such accumulated sick leave of and when needed. Sick leave for purposes herein shall be defined to mean absence from duty of an employee because of personal illness by reason of which such employee is unable to perform the usual duties of employee's position, exposure to contagious disease, and a short period of emergency attendance upon a member of the employee's immediate family critically ill and requiring the presence of such employee.

B. If an employee is absent for five (5) consecutive working days for any of the reasons set forth in the above rule the Employer shall require acceptable evidence of the illness from a licensed physician. The length of time the employee was absent shall be stated on the doctor's certificate.

C. An employee who does not expect to report to work because of personal illness or for any of the reasons included in the definition (F) of sick leave herein above set forth shall notify his immediate superior by telephone or personal message within one half hour after beginning time of the employee's shift.



D. Sick leave claimed by reason of quarantine or exposure to contagious disease may be approved on the certificate of the local Department of Health.

E. An Employee who leaves on account of illness after reporting to work shall be paid for the hours he actually worked and the balance of his time off shall be charged against sick time.

F. Abuse of sick leave shall be cause for disciplinary action. The Employer may require adequate proof of illness. Abuse of sick leave shall exist where an employee shall have eight (8) or more instances of illness in three (3) pay periods or sixteen (16) or more instances of illness in nine (9) pay periods or three (3) instances prior to or following weekends in three (3) pay periods. An instance of illness shall be defined to be the amount of consecutive time taken off for a single, separate illness.

#### ARTICLE XIII

##### UNUSED SICK TIME PAYMENT UPON RETIREMENT

A. A permanent employee who enters retirement pursuant to the provisions of an approved retirement system and has to his credit any earned and unused and accumulated sick leave shall be entitled to receive supplemental compensation for such earned and unused accumulated sick leave at the rate of pay for each day of earned and unused accumulated sick leave based upon the average annual compensation received during the last year of his employment prior to the effective date of his retirement, provided, however, that no such supplemental compensation payment shall exceed Twelve Thousand (12,000.00) Dollars. Only sick leave accumulated from January 1, 1976 will be used to compute the cash payment. This supplemental cash payment shall be paid in a lump sum after the effective date of retirement or as may be elected by the employee deferred for one (1) year.

ARTICLE XIV

JURY DUTY

A. Any employee called for jury duty shall not suffer a loss of pay. The employee shall be given his regular pay as if he had worked during the days he performs his jury service. In the event the employee is paid for his jury service he shall, forthwith, turn over his check for jury service to the Office of the Treasurer of Camden County who shall thereafter forthwith supply the employee with a receipt for said check.

ARTICLE XV

BEREAVEMENT LEAVE

A. In the event of death in the employee's immediate family, the employee shall be granted time off without loss of regular pay which in no event shall exceed three (3) working days all of which shall be taken between the day of death and three (3) working days after the funeral.

B. The term "immediate family" shall include mother, father, mother-in-law, father-in-law, parental guardian, brother, sister, spouse, children, grandchildren or resident foster children of employees, grandmother or grandfather.

ARTICLE XVI

MILITARY LEAVE

A. An employee who is a member of the National Guard or Reserves of the military or naval forces of the United States and is required to undergo annual field training will be granted a leave of absence in accordance with the provisions of N.J.S.38:23-1.

## ARTICLE XVII

### LEAVE OF ABSENCE

A. Up to two (2) members of the Union who are elected or designated to attend a function of the Union's International or other subordinate body, shall be permitted to attend such functions up to three (3) days per year and shall be granted the necessary time off, with pay with one (1) week's notice to the Employer. In addition, said delegate shall be permitted up to five (5) days off, every two (2) years, with pay, to attend the Union's International Convention, subject to the above notice requirement. this right of attendance shall be goverened by any conditions, restrictions or limitations contained in the International constitution of the Union, provided said conditions do not conflict with this paragraph. This leave shall only be granted to an employee if it can be taken without disrupting the normal day to day operations of the Employer and shall not be unreasonably denied.

B. Permanent employees shall be granted a leave of absence without pay for the purpose of entering upon active duty with the Armed Forces of the United States, or with any organization authorized to serve therein, or with the Armed Forces of this State in time of war or emergency, or pursuant to or in connection with the operation of any system of selected service. Employees having only temporary status who enter upon such active duty will be regarded as having resigned.

C. A permanent employee who is temporarily incapacitated to perform his duties due to either physical or mental reasons, or one who wishes to engage in an appropriate course job related study, or for any reason considered valid by the Employer may be granted a special leave of absence without pay by the Employer not to exceed six (6) months. Said special leave may be extended for another period not to exceed six (6) months with the approval of the Employer. Any permanent employee desiring such special leave without pay shall submit his request in writing, stating the reasons why, in his opinion, the request should be granted along with the anticipated date of his return to duty.

D. An employee who is a member of the Union and who was lawfully elevated to an official fulltime position in the parent Union may be granted a leave of absence without pay to attend to his official duties not to exceed one (1) year. Said unpaid leave may be renewed by the Employer for one (1) additional year upon request.

E. Employees returning from authorized leave of absence as defined above will be restored to their original classification at the then appropriate rate of pay with no loss of seniority or any other employee rights, privileges or benefits. However, during the period of such leave of absence seniority rights shall not accrue.

F. Maternity Leaves without pay shall be granted in an amount not to exceed six (6) consecutive months in total either prior to the date of birth of the child or after the date of birth of the child.

G. The Union shall be provided with a maximum of seven (7) days off with pay for union business for each contract year, non-cumulative. These days are to be used by the Local president and/or his/her designee. This leave must be approved in advance by the appropriate supervisor and is subject to the limitations that it shall not interfere with the orderly requirements of Board operations.

## ARTICLE XVIII

### WORKER'S COMPENSATION

A. When an employee is injured on duty, the employee is to receive Worker's Compensation due the employee plus the difference between the amount received as worker's compensation and his salary during the period of temporary disability, to a maximum of forty five (45) working days. In the event of continued temporary disability beyond the forty-five (45) day period aforementioned, the eligible employee will continue to receive the worker's compensation; if employee is entitled to use and authorizes the employer to charge time to accumulated sick leave, the employee may receive the difference between the amount received as worker's compensation and his salary.

B. An employee who is injured on the job and is sent home or to a hospital or who must obtain medical attention shall receive pay at the applicable hourly rate for the balance of the employee's regular shift on that day.

## ARTICLE XIX

### SENIORITY

A. Seniority is defined as an employee's total length of service with the employer, beginning with his original date of hire subject to the provisions of Title 19 of the Revised Statutes of the State of New Jersey and other provisions of this contract.

B. An Employee having broken service with Employer shall not accrue seniority credits for the time he was not employed by the Employer.

C. If a question arises concerning two or more employees who were hired on the same date, the following shall apply: if hired prior to the effective date of this agreement, seniority preference among such employees is already shown on the Employer's payroll records, first name, first preference ect. For employees hired on the same date subsequent to the effective date of this agreement, preference shall be given in alphabetical order (of the employee's name.)

D. The Employer shall maintain an accurate, up-to-date seniority roster showing the date of hire, classification and pay rate of each employee covered by this agreement, and the Employer shall furnish copies of same to the Union upon reasonable request.

E. In cases of demotions, layoffs, recall, and vacation scheduled, an employee with the greatest amount of seniority within the job titles shall be given preference, provided he has the ability to do the work. Employees shall retain seniority in his or her prior position and in the event an employee is laid off, he or she shall have the right to revert to his or her prior position provided he or

she has seniority in the prior position. All persons to be laid off shall receive a minimum of 45 days notice. Such notice shall simultaneously be served on the local union president.

F. Whenever possible, the employer will promote from within the bargaining unit, rather than hire from the outside; however, it is expressly understood that this subsection may not be grieved beyond the Third Step, specifically the Labors Relations Committee.

## ARTICLE XX

### PROBATIONARY PERIOD

A. Employees who work thirty (30) hours or more per week shall receive the same benefits as other employees after ninety (90) days continuous employment. The intent of this provision is to allow employees to become permanent after ninety (90) days continuous employment.

## ARTICLE XXI

### HOLIDAYS

A. The following days are recognized as paid holidays: New Year's Day, Washington's Birthday, Lincoln's Birthday, Good Friday, Memorial Day, July 4th, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Christmas Day, General Election Day, Martin Luther King Day and two (2) days of administrative leave. An employee shall request his day of administrative leave at least one (1) week in advance from the Employer whose approval shall not be unreasonably withheld.

B. Holidays which fall on a Saturday shall be celebrated on the preceeding Friday. Holidays that fall on a Sunday shall be celebrated at the employee's option, either immediately before or after his vacation period. There shall be one (1) day of celebration in

the event the holidays are celebrated on a day other than the actual date of said holiday, no additional pay shall be received because of the adjustment on the day of celebration.

C. When County offices are closed for business, the board of Elections shall also be closed for business, unless the orderly requirements of the business of Board of Elections require the office to be open. In that event, the employee shall be given a compensatory day at a later date.

## ARTICLE XXII

### STRIKES AND LOCKOUTS

In addition to any other restriction under the law, the union will not cause a strike or work stoppage of any kind, nor will any employee take part in a strike, intentionally slow down in the rate of work, or in any manner cause interference with or stoppage of the Employer's work, and the Employer shall not cause a lockout.

B. The Union agrees that it will make a reasonable effort to prevent its members from participating in any strike, work stoppage, slow-down or other activity afformentioned or supporting any such activity by any other employee or group of employees of the Employer and that the Union shall take such other steps as may be necessary under the circumstances to have the employee return to work or discontinue the job action.

## ARTICLE XXIII

### LONGEVITY

Longevity payments will be made to the employees covered by this contract in accordance with the schedule outlined below. Said payments will be made on or about December 1, of each year, in a separate check issued to eligible employees. In order to be eligible for longevity payments employees must have permanent status. Employees must also have a minimum of five (5) years of continuous fulltime service in the year longevity is to be paid. Regardless of when

the employees actual anniversary date falls, making him eligible for longevity pay, the check will be issued in December for the full amount due.

5 year service - 2% of annual pay  
7 year service - 3% of annual pay  
10 year service - 4% of annual pay  
15 year service - 5% of annual pay  
20 year service - 6% of annual pay

B. Any employee retiring during the course of the year shall be entitled to longevity to be paid on a prorated basis.

#### ARTICLE XXIV

##### EQUAL TREATMENT

A. The Employer agrees that there shall be no discrimination shown for reasons of sex, age, nationality, race, religion, marital status, outside political activity, union membership, or union activities.

#### ARTICLE XXV

##### VACATIONS

A. Permanent fulltime employees in the County Service shall be entitled to the following annual vacation with pay: (1) Up to one (1) year service, one (1) working day vacation for each month of service; after one (1) year and up to ten (10) years of service, thirteen (13) working days vacation; after 10 (10) years and up to twenty (20) years of service, sixteen (16) working days vacation, after twenty (20) years of service, twenty one (21) days working days vacation.



B. Said employee shall have the right to take all vacation days that they worked be entitled to for the year at any time during the year provided it can be done without disrupting the normal work schedules. All vacations must be applied for in writing to the Employer by April 30. The Employer shall post vacation scheduled by May 15 of each year.

C. Wherein any calendar year the vacation leave or any part thereof is not used, such vacation period shall accumulate and shall be lost.

D. Any employee who is laid off, discharged, retired or separated from the service of the Employer for any reason, prior to taking his vacation, shall be compensated in cash for the unused vacation he has accumulated at the time of separation.

E. In the event of a conflict in requested vacations, seniority shall prevail.

#### ARTICLE XXVI

##### WORK RULES

A. Proposed new rules or modifications of existing rules governing working conditions shall be negotiated with the majority representative before they are established, unless said new rules or modifications are deemed to be a management prerogative necessary for the efficient day to day operation of the Board of Elections. Such rules should be equitably applied and enforced. The Employer agrees to post such new rules 10 days prior to their becoming effective.

B. All employees shall clock in by 9:00 o'clock a.m. and each employee is responsible for his own time. No employee shall clock in or clock out for any other employee and shall only be permitted to clock in or clock out for himself.

ARTICLE XXVII

CONTRACTING AND SUBCONTRACTING PUBLIC WORK

A. During the term of this agreement, the Employer may, for the purposes of economy or efficiency contract out or subcontract, or consolidate with other governmental units, any work performed by the employees covered by this agreement provided at least thirty (30) days advance notice is given. This thirty (30) day notice requirement shall not preclude the Board from bringing in an outside contractor if the work cannot be performed by the employees.

ARTICLE XXVIII

DISCIPLINE

A. Discipline shall include the following disciplinary actions which shall be progressively imposed unless the nature of the offense justifies bypassing a step.

1. Oral Reprimand:
2. Written Reprimand:
3. Suspension: and
4. Discharge

B. No employee shall be disciplined without just cause.

C. Any discipline shall be subject to the grievance procedure as hereinafter set forth. In exception to what is contained in the grievance procedure, any grievance concerning discipline can only be appealed to advisory arbitration.

D. Discipline may be given for failure to perform duties satisfactory after two (2) prior warning regarding alleged unsatisfactory performance.

E. An Employee shall not be reprimanded publicly in a manner that would cause undue embarrassment.

F. Employees shall receive copies of Oral Warnings. Such Oral Warning for the purpose of progressive discipline shall only be valid for one year.

## ARTICLE XXIX

### REST PERIODS

A. All employee work schedules shall provide for a fifteen (15) minute rest period during each half day. The rest period shall be scheduled at the middle of each half shift whenever feasible.

## ARTICLE XXX

### SAFETY AND HEALTH

A. The Employer shall at all times maintain safe and healthful working conditions. However, it is expressly agreed and understood that unless the alleged unsafe and unhealthful working conditions are deemed to be extreme in nature they shall not be the subject matter of a grievance.

B. Upon request of the Employer or the Union the County Safety Director shall be permitted reasonable opportunity to visit work locations throughout the Employer's facilities where employees covered by this agreement perform their duties for purpose of investigating safety and health conditions.

C. Employees required to leave work by the Employer or the County Safety Director because of unhealthy or unsafe working conditions shall be paid their regular rate of pay to the end of their respective shifts.

D. In the event the County Safety Director determines in his discretion that employees shall be dismissed due to unhealthy or unsafe working conditions said recommendations shall not be unreasonably denied or ignored by the Board.

ARTICLE XXXI

GRIEVANCE PRODECURES

A. A grievance is defined as a claimed breach, misinterpretation or improper application of the terms of this contract.

B. The purpose of this procedure is to assure at the lowest possible level, prompt and equitable solutions to problems arising from the administration of this contract by providing an exclusive vehicle for the settlement of employee grievances.

C. No grievance settlement reached under the terms of this contract shall add to, subtract from, or modify or vary any term of of this contract.

D. After step one (1) hereinafter set forth all grievances shall be presented in writing. The following constitutes the sole and exclusive method for resolving grievances between the parties and shall be followed in its entirety unless any step is waived by mutual consent.

1. Within ten (10) days after the occurrence which forms the subject matter of the grievance, the affected employee and/or his union representative shall meet with the Chief Clerk after giving notice of intention to do so in an effort to amicably adjust the grievance. The decision by the Chief Clerk must be made within the five (5) days after said meeting.

2. Within ten (10) days after the decision of the Chief Clerk is made or is due the affected employee has the right to further process his grievance with the Board of Elections who must decide on the grievance within ten (10) days after the next regularly scheduled meeting.

3. Within ten (10) days after response from the Board of Elections or within ten (10) days after it is due the affected employee or his representative may appeal said determination to the County Labor Relations Committee who shall meet within twenty (20)

days of presentation of that grievance and must make a decision within twenty (20) days thereafter. The determination by the County Labor Relations Committee may be appealed by either side within thirty (30) days after a response is made or is due by seeking the appointment by the Public Employment Relations Commission or an arbitrator who make a binding determination.

E. The arbitrator shall be bound by the provisions of this agreement and the Constitution and Laws of the State of New Jersey, and be restricted to the application of the facts presented to him involved in the grievance. The arbitrator shall not have the authority to add to, modify, detract from or alter in any way the provisions of this agreement or any amendment or supplement therefor.

F. The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, then the grievance shall be deemed to have been abandoned. If any grievance is not processed to the next succeeding step in the grievance procedure within the time limits prescribed thereunder, then the disposition of the grievance at the last preceding step shall be deemed to be conclusive. If a decision is not rendered within the time limits prescribed for decision at any step in the grievance shall be deemed to have been denied. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits for processing the grievance at any step in the grievance procedure.

## ARTICLE XXXII

### GENERAL PROVISIONS

A. Bulletin boards will be provided by the Employer at permanent work locations for the use of the Union for the sole purpose of posting Union announcements and other information of non-controversial, non-political nature.

B. It is agreed that representatives of the Employer and the Union will meet reasonably from time to time upon the reasonable request of either party to discuss items of general interest or concern which are not necessarily a grievance as such. Such meetings shall be initiated by written request of either party and precise agenda shall be established.

C. Employees who are covered by this Agreement shall perform the duties and responsibilities outlined for their positions by the Employer.

D. Personnel files shall be kept strictly confidential and, other than management, only the individual employee shall be allowed to view his or her own file, on a need to know basis.

E. Employees are responsible for notifying management as soon as possible of any changes in address and/or telephone numbers. Telephone numbers shall be kept confidential and shall not be circulated in the office.

#### ARTICLE XXXIII

##### SEPARABILITY AND SAVINGS

A. Each and every clause of the Agreement shall be deemed separable from each and every other clause of this Agreement to the extent that in the event any clause or clauses shall be finally determined to be in violation of any law, then in such event, such clause, or clauses, only to the extent that any may be so in violation shall be deemed of no force and effect and unenforceable without impairing the validity and enforceability of the rest of the Agreement, including any and all provisions on the remainder of any clause, sentence or paragraph in which offending language may appear.

ARTICLE XXXIV

MANAGEMENTS RIGHTS

A. the employer hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon the vested in it prior to the signing of this agreement by the Laws and Constitution of the State of New Jersey and the United States.

B. In the exercise of the foregoing powers, rights, authority, duties and responsibilities of the Employer, the adoption of policies, rules and regulations and practices and the furtherance thereof, and the use of judgement and discretion in connection therewith, shall be limited only to the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of New Jersey and of the United States.

C. Nothing contained herein shall be construed to deny or restrict the Employer of its rights, responsibilities and authority under R.S. 40A, or any other national, State, County or Local Laws or regulations.

ARTICLE XXXV

FULLY BARGAINED AGREEMENT

A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the

Knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

ARTICLE XXXVI

TERMINATION

A. This Agreement shall be in full force and effect as of July 1, 1989, and shall remain in effect to and including June 30, 1990, without any reopening date. To commence negotiations for a successor agreement, either party shall notify the other in writing, no sooner than one hundred eighty (180) nor later than one hundred and twenty (120) days prior to the expiration date of this Agreement.

B. Within forty-five (45) days after receipt of the aforementioned notification, if any, meeting shall be held between parties for the purpose of establishing ground rules regarding the commencement of negotiations.



IN WITNESS WHEREOF, The parties have hereunto set their hands  
and seals this \_\_\_\_\_ day of \_\_\_\_\_.

ATTEST:

CAMDEN COUNTY BOARD OF ELECTIONS:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

ATTEST:

AFSCME, AFL-CIO, COUNCIL #71

\_\_\_\_\_

\_\_\_\_\_

ATTEST:

LOCAL 1911

BY:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

APPENDIX A

SUMMARY OF TITLES & LEVELS

GENERAL OFFICE

Clerk - Election Board A - 10

(Includes all Clerks, Clerk  
Receptionists and Principal  
Filing Clerks.)

SENIOR CLERK A - 11

(Includes the former titles  
of Computer Operator, Head  
Clerk and Investigative  
Clerk.)

SENIOR CLERK INSPECTOR A - 16

VOTING MACHINE DIVISION

Custodian - Voting Machines A - 15

Voting Machine Mechanic Trainee A-10

CLERK - ELECTION BOARD

DEFINITION

Under the immediate supervision of managerial personnel in the County Board of Elections, performs routine; repetitive clerical work of a varied nature which includes a relatively small proportion of difficult tasks; does related work as required.

EXAMPLES OF WORK

Maintains established records and files.

Checks and compares finished copy.

Transcribes data from record books to assure correctness and completeness where determinations are required.

Assembles and prepares materials for distribution.

Looks up needed information.

Answers the telephone and takes messages accurately.

Gives information, according to Board regulations, in person and over the telephone.

Assists in requisitioning, storing and distributing office supplies.

Assists in locating and compiling data needed for reports.

Compiles and tabulates simple numerical data.

Operates varied types of office machines and equipment, including duplicating and adding machines.

When so required, explains details of work to new employees.

Performs any requested work relative to the proper holding of all elections.

REQUIREMENTS

Knowledges and Abilities

Ability to read, write, speak and understand English sufficiently to perform the duties of this position.

Some knowledge of modern office routines, equipment and practices.

Ability to comprehend established office routines and Board of Election regulations (Election Law - Title 19).

continued...

Ability to organize assigned clerical work and develop effective work methods.

Ability to use correct English and to make arithmetic calculations and tabulations.

Ability to understand, remember and carry out oral and written direction

Ability to learn quickly from oral and written instructions and from demonstrations.

Ability to work harmoniously with associates, superior officers, and the members of the Public concerned with the work of the Department.

Ability to sort, index, file and pull varied types of materials using an established system.

Ability to use and care for office machines and equipment

Ability to maintain established records and files.

Ability to perform uncomplicated typing work with reasonable speed, accuracy, and neatness, and in accordance with Board of Election requirements and procedures.

Good health and freedom from disabling physical and mental defects which would impair the proper performance of the required duties of which might endanger the health and safety of oneself or others.

SENIOR CLERK - ELECTION BOARD

DEFINITION

Under the immediate supervision of managerial personnel in the County Board of Elections, does clerical work, usually varied, but predominantly difficult in nature, requiring a thorough knowledge of Election Laws, regulations, policies and procedures, and the frequent exercise of independent judgement may operate an electronic computer in the processing of Board regulated programs possesses the ability to maintain proper and correct special files; traces and locates inaccurate voter registration, assists in the office work involved with proper registration through use of accurate detailed informative reports of investigations; assists in the prevention of voter fraud; shall perform the varied tasks involved in reviewing all election forms, assigning the proper districting, insuring that all functions with regard the forms are properly handled, making analysis of the operating procedures, methods and problems and in assisting with the development and application of revised and/or new methods and procedures; does related work as required.

EXAMPLES OF WORK

Types materials from rough copy.

Checks and compares finished copy.

Prepares and keeps records

Prepares mailings when requested.

Gives information according to Board of Election regulations in person and by telephone.

Answers the telephone and takes messages accurately.

Assists in locating and compiling data from reports.

Compiles and tabulates simple numerical data.

Operates commonly used office equipment.

Operates an electronic computer in the processing of programs.

Sees that the computer is prepared for use and operates equipment for completion of the programs using operating instructions.

May operate the peripheral equipment related to computer installations.

Carries on all facets of computer terminal operations.

Helps to maintain computer log and computer records.

When the work program has been established, organizes clerical work and develops effective work methods.

Helps to plan the details of clerical procedures.

Reviews, checks, and certifies reports, forms and other documents wherein highly technical determinations are concerned.

Processes special requests for information.

Where it is required, may do typing which is not complicated but necessary to the proper maintenance of records.

Assists with the planning, and when so required, with the revising of clerical procedures and office routines; and sees that suitable systems are put into action.

Compiles, tabulates, and interprets needed data and statistics.

Oversees the establishment and maintenance of essential records and files.

Clips newspapers and other printed materials as may be pertinent to the proper operation and maintenance of files.

Answers the telephone and takes messages accurately.

Verifies the approval for voter registrations which are questioned.

Traces and locates persons for whom the address of record is incorrect.

As required, utilizes the proper forms and means to correct inaccuracies in registrations, ect.

Reviews and analyzes records which require computer changes and takes the necessary action.

Prepares accurate, detailed and informative reports of investigations and other related reports containing findings, conclusions and recommendation.

Maintains records of all investigations, including but not limited to address, names, and mileage.

Prepares correspondence as may be required in the course of official duties.

Inspects all execution forms for proper handling.

Insures proper districting of all forms.

Insures all functions with regard to forms, are properly handled throughout every process.

Assists in developing and installing new procedures, systems and methods and in perfecting established methods.

Helps to prepare instruction materials.

Prepares clear, sound, accurate and informative statistical and other reports and analysis of procedures and methods containing findings, conclusions and recommendations.

## REQUIREMENTS

### Experience

A minimum of two years experience in general clerical work, and more specifically, Board of Election regulations and procedures.

### License

Required to possess a valid New Jersey driver's license, when necessary in the proper performance of duties.

### Knowledges and Abilities

Ability to read, write, speak and understand English sufficiently to perform the duties of this position.

Ability to understand, remember, and carry out oral and written directions and to learn quickly from oral and written explanations and from demonstrations.

Ability to do typing from varied types of copy. Basic knowledge of clerical and office work. Ability to use good English and to spell.

Ability to use and care for office machines and equipment. When employed in computer phase, must possess

- A. Basic knowledge of the operation of an electronic computer and peripheral equipment.
- B. Basic knowledge of programming principles and machine logic.
- C. Ability to operate a computer and follow a program.
- D. Ability to comprehend programming principles.
- E. Typing ability in excess of 50 w/p/m/ with accuracy.

Ability to recongnize difficulties, participate in their correction, or refer them to a supervisor.

Ability to work with accuracy and follow instructions.

Ability to prepare reports.

Ability to maintain records and files.

Through knowledge of modern office methods, practices, routines, machines, and equipment, and of the material organization and established policies - procedures, and regulations of the Board of Elections.

Ability to organize and carry out effective work methods.

Ability to work harmoniously with associates, members of the public and managerial personnel.

Ability to oversee the maintenance of essential files and records.

Basic knowledge and familiarity with Election Law with particular emphasis upon those provisions relating to the collection of data concerning voter registrants.

Ability to organize assigned office work, analyze the problems arising in such investigative work, and develop appropriate work methods.

Ability to interpret the information required on all election forms.

Ability to discuss, over the telephone or in person, inaccuracies in address or other with voter registrants, neighbors, relatives, or landlords.

Ability to locate and review background information regarding questioned voters.

Ability to prepare sound, accurate and detailed reports containing findings, conclusions and recommendations.

Wide knowledge of and familiarity with the forms of varied election processes and the Election Laws of the State of New Jersey.

Ability to read and interpret districting maps and other specifications.



Considerable knowledge of the issues involved in the design, printing and distribution of mail voter registration forms and informational materials.

Considerable knowledge of the acceptable forms of evening and mobile voter registration which may be employed by countries in accordance with existing statutes.

Ability to devise methods to ensure that forms required by law are printed and distributed in a timely and efficient manner.

Ability to compare, analyze, and explain statistical data.

Ability to draft necessary technical and general correspondence in the course of official duties

Good health and freedom from disabling physical and mental defects which would impair the proper performance of the required duties or which might endanger the health and safety of oneself or others.

DEFINITION

Under the direction of managerial personnel, shall perform the varied tasks involved in reviewing all election forms, assigning the proper districts, insuring that all functions with regard to forms are properly handled, making for analyses of the operating procedures, methods and problems and in assisting with the development and application of revised and/or new methods and procedures; does related work as required.

EXAMPLES OF WORK

Inspects all election forms for proper handling.

Insures all functions with regard to forms are properly handled throughout every process.

Assists in developing and installing new procedures, systems and methods and in perfecting established methods.

Helps to prepare instruction materials.

Prepares clear, sound, accurate and informative statistical and other reports and analyses of procedures and methods containing findings, conclusions and recommendations.

Responds to personal and telephone requests for information regarding special forms.

Drafts necessary correspondence as required.

Oversees the work in assigned departments, and reports to the managerial personnel.

Assists in the supervision and maintenance of essential records and files. Performs any requested work relative to the holding of any election.

REQUIREMENTS

Experience

Five years of experience in Election Board related field with work experience in majority of forms and procedures.

General work-related experience in all phases of the Election Board operation.

Senior Clerk Inspector, cont.

Knowledges and Abilities

Wide knowledge of and familiarity with the forms of varied election processes and the Election Laws of the State of New Jersey.

Ability to organize assigned forms for proper processing.

Ability to read and interpret districting maps and other specifications.

Ability to work harmoniously with employees, managerial personnel and the public.

Through knowledge of public laws related to voter registration and participation in the elective process.

Considerable knowledge of the issues involved in the design, printing and distribution of mail voter registration forms and informational materials.

Considerable knowledge of the acceptable forms of evening and mobile voter registration which may be employed by counties in accordance with existing statutes.

Ability to devise methods to assure that forms required by law are printed and distributed in a timely and efficient manner.

Ability to compile, analyze and explain statistical data.

Ability to draft necessary technical and general correspondence in the course of official duties.

Ability to read, write, speak and understand english sufficient to perform the duties of this position.

Good health and freedom from disabling physical and mental defects which would impair the proper performance of the required duties or which might endanger the health and safety of oneself or others.

## CUSTODIAN-VOTING MACHINES

### DEFINITION

Under the direction of managerial personnel, takes a leading part in the mechanical maintenance, adjustment, repair and setup of voting machines; maintains proper records and files; does related work as required.

### EXAMPLES OF WORK

Takes the leading part in the maintenance of voting machines.

Maintains and makes repairs to voting machines; installs new parts as needed.

As required, makes reports and maintains records of repairs and other related maintenance.

sets up all machines for the proper handling of all elections.

Obtains, stores, records, safeguards and properly uses equipment, materials and supplies.

Prepares factual reports.

Keeps the essential records of time spent, materials used, and work completed.

Sees that all work is handled in a timely manner.

Prepares reports, as requested, to the Chief Clerks.

Performs any requested work relative to the holding of any election.

### REQUIREMENTS

#### Experience

Three years of experience in work involving maintenance and setup of voting machines.

#### License

Appointee will be required to possess a driver's license valid in New Jersey.

DEFINITION

Under the immediate supervision of Custodian of Voting Machines, receives on the job training in maintenance, repair and setup of voting machines in accordance with the scheduled work processes of the Board of Elections; does related work as required.

EXAMPLES OF WORK

As may be required, receives on the job training in the maintenance, repair and setup of voting machines.

Assists in making repairs to voting machines, installing new parts, ect.

Assists in setting up all machines for the proper holding of all elections.

Obtains, stores, records, safeguards and properly uses equipment and supplies.

Sees that all work is handled in a timely manner.

Prepares simple factual reports.

Maintains essential records and files.

Performs any requested work relative to the holding of any election.

REQUIREMENTS

Experience

One year of experience in Board of Election procedures and /or mechanical training.

License

Appointees must possess a valid driver's license issued by the New Jersey Division of Motor Vehicles.

Knowledges and Abilities

Ability to read, write, speak and understand the English language and perform basic mathematical calculations.

Voting Machine Machanic Trainee (continued)

Basic knowledge of voting machines.

Basic knowledge of tools and equipment and their proper use, care and maintenance.

Ability to comprehend repair and parts instructions.

Ability to learn quickly from instructions and demonstrations.

Ability to maintain essential records and files.

Good health and freedom from disabling physical mental defects which would impair the proper performance of the required duties or which might endanger the health and safety of oneself or others.

NOTE: Applicants in this position should serve a minimum of two years before advancing to Mechanic, when position avails itself.

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